

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF VIRGINIA**

Alexandria Division

In re: CENTREVILLE GOM TANG E, INC. <i>Debtor</i>	Case No. 13-14254-RGM Chapter 11
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ORDER AUTHORIZING SALE OF ASSETS

THIS MATTER came on upon the motion (the “Motion”) of Centreville Gom Tang E, Inc. (“Centreville”) seeking authority to sell substantially all of its assets and to assign its interest in its lease (the “Lease”) with Grand Centreville, LLC (“GC”), and it appearing to the Court that the motion was duly noticed, that no objections were filed, and that the relief requested is appropriate, and

IT FURTHER APPEARING that the Debtor operates a Korean restaurant at premises located at 13840- E Braddock Road, Centreville, which it leases from GC, and that the validity of the Lease is in dispute, the Debtor having filed and withdrawn a Motion to Assume the Lease, and GC having filed a Motion for Relief from Stay, and

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IT FURTHER APPEARING the Debtor's assets consist of the (contested) Lease, furniture, fixtures and equipment valued at \$30,000, its name and good will and other miscellaneous property used in the operation of the business (collectively the "Business Assets"), and

IT FURTHER APPEARING, as set forth in the Motion, that the Debtor has entered into a Sales Contract with Jung Ae Kang ("Buyer") to purchase the Business Assets, contingent upon its ability to obtain from GC either a ten year lease, or a five year lease with one five year extension, and

IT FURTHER APPEARING that, so long as closing under the Sales Contract occurs not later than March 31, 2014, GC has agreed to enter into a new lease with the Buyer for a five year period, with an option to renew for an additional five years, contingent upon its receipt of \$50,000, which amount is in partial satisfaction of Lease arrearage, including CAM and real estate charges and legal fees, together with its retention of the \$8,000 rental deposit for application against the Lease arrearage, and payment by Debtor of rent under the Lease from March 1, 2014, through the effective date of the assignment (collectively, the "Required Payments"), and

IT FURTHER APPEARING that under the terms of the Sale Contract, Debtor is to receive cash at closing. and, Buyer will execute a promissory note for the balance of the purchase price, and Debtor proposes to pay \$50,000 to Grand Centreville, it is therefore

ORDERED that the Motion is approved, and the Debtor is authorized to consummate the transactions set forth in the Sale Contract attached to the Motion, and, upon tender to GC of the Required Payments, to assign whatever rights it has in the Lease to the Buyer, and it is further

ORDERED that the personal property of the Debtor will be transferred to the Buyer, subject to the lien of Prosperity Construction Group, and it is further

ORDERED, that pursuant to Federal Rule of Bankruptcy Procedure 6004(h), this order is effective immediately, and the Debtor and Buyer may proceed to close under the Sale Contract.

Date: Mar 25 2014

/s/ Robert G. Mayer

Robert G. Mayer
United States Bankruptcy Judge

Entered on Docket: March 25, 2014

I ASK FOR THIS:

/s/ Ann E. Schmitt

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Counsel for Centreville Gom Tang E, Inc.

AGREED:

/s/ Lizabeth Lee Walther

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Counsel for Prosperity Construction Group

Local Rule 9022-1(C) Certification

The foregoing Order was endorsed by all necessary parties pursuant to Local Rule 9022-1(C).

/s/ Ann E. Schmitt